

FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code			Dept.		Contract Number	
M	<input type="checkbox"/>	Change							
X	<input type="checkbox"/>	Cancel				CCM			
County Department					Dept.		Orgn.		Contractor's License No.
Community and Cultural Resources					CCR				
County Department Contract Representative					Ph. Ext.		Amount of Contract		
Kathleen Springer, Senior Curator, Museum (909) 398-7009					X242		\$ 31,825.00		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number			
AAA	CCM	CCM		9800		4002950			
Commodity Code			Estimated Payment Total by Fiscal Year						
			FY	Amount	I/D	FY	Amount		
Project Name									
The Hills Golf Club			FY 98/99	\$31,825.00					
			FY	\$					

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

The Hills Golf Club, L.L.C.

hereinafter called CONTRACTOR

Address

P.O. Box 14405 Palm Desert, CA 92255

Phone

Birth Date

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

1. Project:

In connection with the project known as **"THE HILLS" GOLF COURSE, CITY OF INDIO**, Contractor requires paleontologic services in order to comply with applicable laws and regulations. County's Museum Division ("Museum") is a recognized repository for paleontologic materials. County's Museum staff includes persons having the necessary expertise and experience to perform the necessary services in an efficient and professional manner.

2. Services to be Provided:

(a) Except as modified in accordance with this contract, County shall provide the services set forth in Exhibit "A" (Scope of Services), which is attached to and incorporated in this contract, for the compensation set forth in Exhibit "B" (Project Costs), which is also attached to and incorporated in this contract. The extent of necessary mitigation and compliance services is dependent upon the information developed in the performance of assessment services. If during or after the assessment phase, the County concludes that the scope of services and/or projected costs identified in Exhibits "A" and "B" will be exceeded, County shall provide Contractor with revised exhibits for approval prior to commencement of mitigation and compliance services. In addition, County may submit revised estimates and exhibits to Contractor for approval at any time during the performance of this contract.

(b) County agrees to perform assessment services and any required mitigation and compliance services on the project site or sites, at such times as Contractor may reasonably request. Contractor agrees to provide reasonable access to the site or sites.

(c) County shall determine staffing and procurement requirements for its work, and shall make all necessary arrangements for the provision of such staff and supplies.

(d) County is an independent contractor with respect to this contract. County shall perform all the usual functions of an employer with respect to County's employees, including the provision of workers' compensation coverage as required.

(e) County shall designate a project manager, who shall serve as the primary contact person for matters relating to this contract.

3. Compensation:

(a) County shall be compensated for services under this contract at the rates set forth in County Code section 16.0218, Museum.. Exhibit "B" (Project Costs) includes a statement of the rates in effect at the time of execution of this contract. Those rates are subject to change during the performance of services under this contract by amendment of the County Code. The rates in effect at the time of performance of a particular service shall apply to that service.

(b) County shall submit monthly invoices to Contractor for services performed. Contractor shall pay the invoiced amounts within 30 days from the date of the invoice. Contractor shall be liable for interest on amounts unpaid within 30 days, at the rate of 10% per annum.

(c) If County's initial or revised estimate of the cost of mitigation and compliance services exceeds \$500, then Contractor shall deposit with County 25% of the estimated cost of such services, or \$5,000, whichever is less, within 30 days of the County's demand. Contractor's deposit shall be applied against the costs of project services.

(d) Contractor's total costs for services under this contract shall not exceed 110% of the amounts estimated in Exhibit "B", unless a revised estimate is approved by the parties as an amendment to this contract, in which case Contractor's total costs shall not exceed 110% of the total revised estimate.

(e) Payment for services shall be by check or money order, payable to "County of San Bernardino", and shall be mailed or delivered to: Accounts Receivable, Community and Cultural Resources Department, Museums Division, 777 East Rialto Avenue, San Bernardino, CA 92415-0763.

(f) County will maintain reasonable documentation of its costs of performing the services, and will make such documentation available to Contractor upon request.

4. Disputes:

The Parties agree to attempt to resolve any disputes arising out of this contract informally and in good faith. Each party reserves the right to suspend work or terminate this contract in the event a dispute is not satisfactorily resolved.

5. Indemnification:

The Contractor agrees to indemnify, defend with counsel approved by County and hold harmless the County and its authorized officers employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

6. Ownership of Materials and Documents:

Paleontologic specimens and related materials will be curated into the permanent collections of an established public institution with retrievable storage and a permanent paleontologic curator. The institution shall be a recognized repository for paleontologic resources meeting the requirements of and acceptable to the public agency issuing the permit or having final review over the project. Supporting documentation including field notes, maps, laboratory and curatorial records, shall be maintained with the specimens. Unless otherwise specified in Exhibit "A", the curating institution shall be the Museum. All materials so curated and supporting documentation shall be held in public trust, accessioned into the collections of and become the property of the County. Collections made on federally administered lands shall, to the extent required by law, remain the property of the federal agency having jurisdiction, and shall be entered into the Museum collections as permanent loans from that agency.

7. Notice:

All written notices in connection with this contract shall be forwarded to the parties at the following addresses:

County:

c/o:

Paul Oles, Museums Director

Dept. of Community and Cultural Resources

777 East Rialto Ave., San Bernardino, CA 92415-0763

Contractor:

c/o: Lloyd Watson

Watson & Christiansen Engineering

77-682 Country Club Drive, Suite F-2

Palm Desert, CA 92211

8. Amendments:

All amendments to this contract, including its exhibits, shall be in writing and signed by authorized representatives of the parties.

9. Term:

Unless earlier terminated, this contract shall remain in effect from the day it is approved by each party until the completion of and payment for the services hereunder or June 30, 1999.

10. Termination:

Either party may terminate this contract, with or without cause, upon 30 days written notice to the other party. Contractor's obligation to pay County for services performed prior to the effective date of termination shall survive termination of this contract.

11. Jury Trial Waiver:

Contractor and County hereby waive their respective right to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Contractor against County or County against Contractor on any matter whatsoever arising out of or in any way connected with this contract, the relationship of Contractor and County, County's use of the specimens or related material, or any claim of injury or damage, or the enforcement or any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

12. Attorney' Fees and Costs:

In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This Section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this contract.

13. Insurance:

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

Workers Compensation - A program of Workers; Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons [except as provided in Section 2(d)] providing services on behalf of the Contractor and all risks to such persons under this Contract.

Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. This policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies, except for the Workers Compensation, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County evidencing the insurance coverage, including endorsements, above required prior to the County's commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County, and Contractor shall maintain such insurance from the time County commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this contract, the Contractor shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirement are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonable, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonable priced or unavailable types of insurance coverage or coverage limits become reasonable priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Failure to Have Insurance - In the event that County receives a notice of cancellation concerning any of the required policies, or should Contractor fail to have in effect the required coverage at any time during this contract, County may give notice to Contractor that County is immediately suspending all County activities and/or notice to Contractor to reinstate or acquire the affected coverage. Should Contractor fail to reinstate or acquire the affected coverage within ten (10) days of County's notice to reinstate or acquire such coverage, County may terminate this contract.

COUNTY OF SAN BERNARDINO

Chairman, Board of Supervisors

Dated _____

By _____
Deputy

(State if corporation, company, etc.)

By _____
(Authorized Signature)

Dated _____

Title _____

Address _____

Approved as to Legal Form

Reviewed as to Affirmative Action

Reviewed for Processing

County Counsel

Date _____

Date _____

Agency Administrator/CAO

Date _____

Scope of Services

County shall provide the following services under this contract:

A. Assessment Services.

N/A

B. Mitigation and Compliance Services.

The San Bernardino County Museum will provide a paleontologic resource impact mitigation program for excavation associated with “The Hills” County Club in the City of Indio, Riverside County, California. This program will include the following tasks in conformance with guidelines of CEQA and County planning agencies:

Phase I: Field Program

- a. excavation monitoring and salvage of fossils and adequate samples of fossiliferous sediments (up to one standard samples of fossiliferous sediments). Monitoring will continue for 60 days (twelve, 5-day work weeks)

Phase II: Curation/Compliance Program (based on 200 specimens and 1,000 lbs of matrix)

- b. preparation of recovered specimens to a point of identification, including screen washing fossiliferous sediments samples to recover small to microscopic vertebrate fossils.
- c. identification and curation of specimens into the retrievable storage collections of the Section of Earth Sciences of the San Bernardino County Museum
- d. a report of findings with an itemized inventory of recovered specimens. The report will signify completion of the paleontologic mitigation program

EXHIBIT B

#4295
Project Costs

A. Rates.

County shall charge Contractor for services at the rates provided for in the County Code at the time the services are provided. The rates in effect on the date of execution of this contract, which are subject to change by amendment of the County Code, are as follows:

Category:	Hourly Rate:
(1) Professional/Supervisory Personnel	\$55
(2) Field/Laboratory Personnel	\$25
(3) Travel costs, per diem, equipment rental, and other project-specific costs	Per Diem \$45./day
(4) Paleontologic literature search	\$55

B. Estimates.

County provides the following estimates of costs for services under this contract:

Assessment Services:

N/A

Mitigation and Compliance Services:

TOTAL CONTRACT AMOUNT- per estimate dated 19 October 1998 (w/ 12 weeks of monitoring) \$31,825.00